

Product Terms

The following additional product terms ("**Product Terms**") apply when the Client purchases access to the Diligent Service which is identified in the Order Form as **Diligent HighBond** (or any module or application of the Diligent HighBond platform), **Robotics, RSAM, ACL for Windows, ACL Analytics or ACL Analytics Exchange (AX)**. Any references to "Diligent Services" in these Product Terms shall only refer to the products identified above.

For the purposes of these Product Terms capitalized terms used herein but not otherwise defined have the meaning given to them in the applicable Diligent General Terms and Conditions.

1. **Diligent Service**

- 1.1. **Non-Production.** Any Diligent Service provided for non-production use, such as staging, testing, disaster recovery or failover, may only be used in a non-production environment and only for such non-production purposes.
- 1.2. **Demo License, Academic Use.** Any Diligent Service provided for demonstration purposes, or to a Diligent partner or for educational use (i.e., through the Academic Network Program or a textbook publisher) are provided "as is" without warranty and are used at Client's own risk. Diligent does not warrant the performance or security of such Diligent Service. The warranties, indemnities and remedies provided by Diligent under the Agreement do not apply to such Diligent Services.

2. **Termination**

- 2.1. **Data Retention Policy.** Client is responsible for determining its own data retention controls for Client Data and for deleting its Client Data from the Diligent Service. Diligent will allow access to the Diligent Service for a period of thirty (30) days after expiration or termination to facilitate such removal, which period may be extended by an additional thirty (30) days upon Client's written request. After such period (or if Client does not make such a request within ten (10) days of the date of termination), Diligent will be under no obligation to hold the Client Data and Diligent will remove Client Data from the Diligent Service, however, Client Data may remain in backups of the Diligent Service until such backups are deleted. Upon Client's written request, Diligent will assist Client with the deletion of its Client Data from the Diligent Service.

3. **Additional Terms**

- 3.1. **Ownership of Deliverables.** Notwithstanding Section 13.6 (Ownership) of the Agreement, unless otherwise provided in a Statement of Work, Client owns right, title and interest in and to any reports, documents or other materials created by Diligent specifically for Client as part of the Professional Services and provided as a deliverable of the Professional Services under a Statement of Work (the "Deliverables") in respect of the Diligent Service. To the extent a Deliverable includes any Diligent Property, upon payment of the fees for the applicable Deliverable, Diligent grants Client, during the applicable Subscription Term, a non-exclusive, worldwide, royalty-free license to use such Diligent Property in conjunction with the applicable Deliverable, and to modify such Diligent Property for Client's internal business purposes. Unless otherwise specified in a Statement of Work, Diligent is not required to maintain, support or otherwise repair any Deliverable or Diligent Property after its delivery to Client. "Diligent Property" means all scripts, analytics, compliance maps, frameworks, configurations, enhancements and derivative works of the Diligent Service or Software which are developed by Diligent either separate from or as part of the Professional Services.
- 3.2. **Impact Reports.** Any subscription that includes Impact Report(s) includes one (1) Impact Report and up to a maximum of forty (40) consulting hours during the 12-month subscription term to assist with creating the report template. Renewal subscriptions include up to eight (8) consulting hours during the 12-month subscription term to assist with maintenance and updating of Client's existing Impact Reports. Additional Impact Reports or hours can be purchased separately. Unused

hours expire at the end of the subscription term and are not carried over. Consultants assisting with Impact Reports may require administrative access to Client's account from a region that is outside of Client's region (i.e., Canada or India). Any additional consulting hours related to the Impact Reports included in a subscription above are subject to a statement of work entered into by parties which is governed by the terms of the Agreement.

- 3.3. **Client Obligations.** Client agrees it will not use the Diligent Service to store classified information as defined by the U.S. Department of Defense Cloud Computing Security Requirements Guide or any successor requirements or their equivalent. Any liability incurred by Diligent arising from Client's failure to adhere to this prohibition from storing classified information in the Diligent Service, will be the responsibility of the Client and will not be subject to any limitation of liability under the applicable Diligent General Terms and Conditions entered into between the Client and Diligent.
- 3.4. **Data Center.** Client Data stored in the RSAM platform is stored in the United States, unless the Client requests a different location in writing.